

11-22-2000

LY



101525479

attached original documents or copy thereof.

To the Honorable Commissioner of Pa

1. Name of conveying party(ies):

BTN, Inc.

- Individual(s)
- General Partnership
- Corporation-State Mississippi
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Interest in Trademark License
- Merger
- Change of Name

Execution Date: August 8, 2000

Name: Canadian Imperial Bank of Commerce,
as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Canadian Charter Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule

B. Trademark registration No.(s)

See attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Latham & Watkins

Internal Address: Attn: Rosalind Rodburg

Street Address: 885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):..... \$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosalind Rodburg
Name of Person Signing

Rosalind Rodburg
Signature

8/16/00
Date

Total number of pages comprising cover sheet:

TRADEMARKS

Boomtown, Inc.

Trademarks licensed per the License Agreement by and between Boomtown, Inc. and BTN, Inc.
dated August 6, 2000

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. Date</u>	<u>File Date</u>
BOOMTOWN	1866988	74/470562	12/13/94	12/17/93
AMERICA'S FAVORITE	1924855	74/470575	10/03/95	12/17/93
THE WILD WEST AT ITS BEST	2120681	74/506356	12/16/97	3/24/94
IT'S HOW YOU PUT IT TOGETHER	2213026	75/415847	12/22/98	1/9/98
BOOMTOWN AND DESIGN	2325720	75/569577	3/7/00	10/12/98
MISCELLANEOUS DESIGN	0000000	74/470561		12/17/93

Tab settings



To the Honorable Commissioner of Patents and Trademarks:

ints or copy thereof.

1. Name of conveying party(ies):

8.17.00

BTN, Inc.

101463921

ty(ies):

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address:

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

- Individual(s)
- General Partnership
- Corporation-State Mississippi
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

- Individual(s) citizen of
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Canadian Charter Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Interest in Trademark License
- Merger
- Change of Name

Execution Date: August 8, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See attached Schedule

See attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Latham & Watkins

Internal Address: Attn: Rosalind Rodburg

Street Address: 885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/20/2000 JTALLAHZ 00000116 186688

DO NOT USE THIS SPACE

40.00 DP
125.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosalind Rodburg
Name of Person Signing

Rosalind Rodburg
Signature

8/16/00
Date

Total number of pages comprising cover sheet

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 8, 2000 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by BTN, Inc., a Mississippi corporation (the "Grantor") in favor of Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BTN, Inc., a Mississippi corporation (the "Borrower") has entered into a Credit Agreement, dated as of August 8, 2000 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), Lehman Brothers Inc., as lead arranger and book-running manager, CIBC World Markets Corp., as co-lead arranger and co-book-running manager, Lehman Commercial Paper Inc., as syndication agent, Canadian Imperial Bank of Commerce, as administrative agent, and The CIT Group/Equipment Financing, Inc., First Union National Bank and Wells Fargo Bank, N.A., each as documentation agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor and the other Guarantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 8, 2000, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source

identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements

thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[ACKNOWLEDGEMENT PAGE]

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On August 2, 2000, before me, the undersigned, personally appeared Robert S. Zappala, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Sec. / Treas. of BTN, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

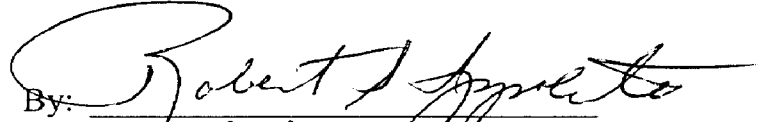
Ann K. Mallari

Notary Public in and for
said County and State
My Commission Expires:

ANN K. MALLARI
Notary Public, State of New York
No. 4936031
Qualified in New York County
Commission Expires July 5, 2002

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

BTN, INC.

By: 
Name: ROBERT S. IPPOLITO
Title: Sec. / Treas.

COPYRIGHTS

NONE

PATENTS

NONE

TRADEMARKS

Boomtown, Inc.

Trademarks licensed per the License Agreement by and between Boomtown, Inc. and BTN, Inc.
dated August __, 2000

<u>Mark</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Reg. Date</u>	<u>File Date</u>
BOOMTOWN	1866988	74/470562	12/13/94	12/17/93
AMERICA'S FAVORITE	1924855	74/470575	10/03/95	12/17/93
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BOOMTOWN AND DESIGN	2325720	75/569577	3/7/00	10/12/98
MISCELLANEOUS DESIGN	0000000	74/470561		12/17/93

INTELLECTUAL PROPERTY LICENSES

_DOCS464921 [W97]

TRADEMARK
REEL: 002180 FRAME: 0912

License Agreement

This LICENSE AGREEMENT ("Agreement") is made and entered into this 8th day of August, 2000, by and between BOOMTOWN, INC., a Delaware corporation ("**Licensor**"), and BTN, INC., a Mississippi corporation ("**Licensee**"), with reference to the following facts:

A. Pursuant to that certain Asset Purchase Agreement between Licensor and Licensee, dated as of December 9, 1999, as amended by that certain First Amendment to Asset Purchase Agreement dated as of December 17, 1999, and that certain Second Amendment to Asset purchase Agreement dated August 1, 2000 (collectively, the "**Asset Purchase Agreement**"), Licensor has agreed to sell to Licensee certain real and personal property, tangible and intangible, used by Licensor in the operation of the Boomtown Biloxi casino located at 676 Bayview Ave., Biloxi, Mississippi 39530 (the "**Casino**").

B. In connection with such sale, Licensee desires to obtain and Licensor wishes to grant to Licensee a nonexclusive license to use the Marks (as defined herein) and certain Additional Marks (as defined herein) at the Casino Location in connection with Casino Operations (as defined herein) with all Ancillary Goods and Services (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms, whether in singular or plural form, shall have the following meanings. Any capitalized terms used in this Agreement, but not defined in this Section 1, shall have the meanings ascribed to them elsewhere in this Agreement or in the Asset Purchase Agreement, as applicable.

1.1 "**Additional Marks**" means any common-law or other mark(s) (whether or not registered in any manner), if any, used by Licensor in the business operations of the Casino at the Casino Location.

1.2 "**Ancillary Goods and Services**" shall mean all goods and services related to the Casino Operations or the enhancement or promotion thereof, including, without limitation, the provision of guest services to Casino patrons and potential patrons and all merchandising efforts, such as the sale of branded clothing, jewelry, playing cards, dice, drinking glasses, toys and souvenirs, *provided that* such merchandise is either (a) offered for sale only at the Casino Location, or (b) provided for free or at a substantial discount in connection with the promotion of the business of the Casino.

1.3 "**Casino Location**" means the Casino's location at 676 Bayview Avenue, Biloxi, Mississippi 39530, or such other address as may later be assigned to the parcel of real property located at the foregoing address as of the Closing Date.

1.4 "**Casino Magic Mark**" means the mark identified on Attachment C.

1.5 "**Casino Operations**" shall mean the ownership and operation of the Casino, including, without limitation, the marketing, sale, distribution and provision of all of the

goods and services customarily attendant to the operation of a full-service Mississippi casino. For the avoidance of doubt, "Casino Operations" include, among other things, casino and gaming services, as well as hotel, restaurant, bar, nightclub, cashier and gift shop services if offered at the Casino.

1.6 "Marks" shall mean the marks identified on Attachment A.

1.7 "Offensive Proceedings" shall have the meaning ascribed to it in Section 6.

2. Grant of Licenses.

2.1 Casino Operations. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee for the duration of the Term a nonexclusive, royalty-free license to use the Marks and the Additional Marks solely as immediately followed by, or separated solely by a hyphen from, the location name, Biloxi, in connection with Casino Operations at the Casino Location. Notwithstanding any provision to the contrary contained in this Agreement, Licensee shall have the right to use the logos associated with the Marks and/or the Additional Marks that are set forth on Schedule A, as such logos currently are being used in the Casino Operations, and, at Licensee's request, Licensor shall provide Licensee with camera-ready copies of each such logo.

2.2 Ancillary Uses. Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee for the duration of the Term a nonexclusive, royalty-free license to use the Marks and the Additional Marks upon and in connection with Ancillary Goods and Services offered for sale or otherwise provided in connection with the Casino Location.

2.3 Right to Sublicense. Licensee may sublicense the rights granted herein to third parties in connection with the ordinary course of Casino Operations, providing Ancillary Goods and Services, or advertising, marketing, merchandising and promoting the business of the Casino, including, by way of example, but not of limitation, the right to use the Marks and the Additional Marks in the manufacture of merchandise to be sold at the Casino. Notwithstanding any provision to the contrary set forth in this Agreement, (i) all sublicenses granted under this Agreement by Licensee shall be granted in an enforceable written agreement, of which Licensor is a third-party beneficiary, that contains terms and conditions at least as restrictive as all of the terms and conditions set forth in this Agreement, and (ii) promptly following the execution of any such sublicense, Licensee shall notify Licensor and provide Licensor with a copy of the same.

2.4 Domain Name. For the Term and subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a royalty-free license to use the Mark "BOOMTOWN" solely in the uniform resource locators (or "URLs") "www.boomtownbiloxi.com," "www.boomtown-biloxi.com," www.boomtownbiloxi.net, www.boomtown-biloxi.net, www.boomtownbiloxi.org, and www.boomtown-biloxi.org or such other URL as Licensor may approve in writing prior to its use. Licensor further agrees to license to Licensee during the Term Licensor's registered domain name, "www.boomtownbiloxi.com." Notwithstanding any provision to the contrary set forth in

this Agreement, Licensor shall retain any and all rights to use the Mark "BOOMTOWN" in connection with any URL other than that set forth in the previous sentence.

2.5 Existing Obligations. Notwithstanding anything to the contrary in this Section 2 or elsewhere in this Agreement, all rights granted to Licensee in this Agreement shall be subject to the terms and conditions of any and all existing licenses and other obligations related to the Marks and the Additional Marks as of the Closing Date. Such existing licenses and obligations include, but are not limited to, those listed and attached hereto as Attachment B.

3. Rights Retained. Subject to the other terms and conditions of this Agreement, as between Licensor and Licensee, Licensor is, except at the Casino Site, and except as immediately followed by, or separated solely by a hyphen from, the location name, "Biloxi," free to use and license the Marks and the Additional Marks in its sole discretion, and Licensee shall not use, or permit any sublicensee to use, either the Marks or the Additional Marks other than in accordance with this Agreement.

4. Licensee's Acknowledgments; Reservation of Rights. Licensee acknowledges and agrees that (i) the Marks, the Additional Marks and all goodwill associated therewith are and shall remain the sole property of Licensor, (ii) nothing in this Agreement shall convey to Licensee any right of ownership in the Marks or the Additional Marks, (iii) Licensee shall not in any manner take any action, and shall ensure that none of its permitted sublicensees take any action, that disparages or would impair the value of, or goodwill associated with, the Marks or the Additional Marks, and (iv) all rights not expressly granted to Licensee are reserved to Licensor. Licensee acknowledges and agrees that all use of the Marks and the Additional Marks by Licensee shall inure to the benefit of Licensor.

5. Quality Control.

5.1 Quality Standard. The parties acknowledge and agree that it is necessary for Licensor to maintain uniform standards governing the quality of goods and services offered under its trademarks. Accordingly, Licensee agrees that the goods and services it offers under the Marks and the Additional Marks shall have a standard quality equivalent to the quality of comparable goods and services offered by Licensor as of the Closing Date, subject to reasonable variations resulting from business, legal and technical requirements.

5.2 Inspection. Licensee shall, upon Licensor's reasonable request, and upon prior written notice of no fewer than ten (10) days, (i) make available for Licensor's inspection samples of all goods, marketing materials, packaging and any other materials bearing the Marks and/or the Additional Marks pursuant to the licenses granted herein, and (ii) permit Licensor to inspect Licensee's operation at mutually convenient times.

5.3 Rejection. If at any time any of the goods or services sold, provided or marketed under the Marks and/or the Additional Marks do not meet the quality standard set forth in Section 5.1, as determined by Licensor in its reasonable discretion, Licensor shall have the right to require Licensee to discontinue the use of the Marks or the Additional Marks, as applicable, in connection with the sale or provision of such good(s) or service(s) upon

written notice, unless modifications satisfactory to Licensor are made within thirty (30) days after Licensor's written notice of disapproval.

5.4 Compliance with Laws. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of the goods and services under the Marks and/or the Additional Marks.

6. Infringement Proceedings. If Licensee becomes aware of any unauthorized use of the Marks or the Additional Marks by any third party, Licensee shall promptly notify Licensor. Licensor initially shall, at Licensor's expense, have the sole right and discretion to bring proceedings alleging infringement of the Marks or the Additional Marks, as applicable, passing off, trademark dilution, unfair competition and other claims related to the Marks or the Additional Marks against such third parties ("**Offensive Proceedings**") and to defend proceedings brought or threatened against Licensor or Licensee based on use of the Marks or the Additional Marks. All money damages recovered by Licensor in such **Offensive Proceedings** shall be for Licensor's account and retained by Licensor. Licensee shall, at Licensor's expense, take such steps as Licensor may reasonably request to assist Licensor in protecting Licensor's rights in the Marks or the Additional Marks, as applicable. In the event that Licensor notifies Licensee that Licensor elects not to prosecute an **Offensive Proceeding**, Licensee may, subject to Licensor's approval, bring such proceeding, with all expenses incurred in connection therewith to be borne by Licensee. All money damages recovered by Licensee in such an **Offensive Proceeding** shall be for Licensee's account and retained by Licensee.

7. Cooperation. Licensee agrees to provide Licensor with such reasonable assistance as Licensor may require in the procurement of any protection of Licensor's rights in and to the Marks and the Additional Marks. Licensee shall cause to appear on all written materials on or in connection with which the Marks or the Additional Marks are used such proprietary notices as Licensor may reasonably request.

8. Term. This Agreement shall commence on the date of this Agreement and continue in force and effect until the later to expire of (i) three (3) years following the date hereof, or (ii) two (2) years following the date on which Licensor notifies Licensee in writing of Licensor's decision (in Licensor's sole discretion) to cease all use of the Casino Magic Mark by any entity owned by Parent (the "**Term**").

9. Termination.

9.1 If Licensee breaches this Agreement, Licensor shall have the right to terminate this Agreement upon thirty (30) days' written notice, *provided that* Licensee fails to cure such breach during such thirty (30) day period.

9.2 This Agreement shall automatically terminate without notice of any type if: (i) Licensee files a petition in bankruptcy, is adjudicated a bankrupt, a petition in bankruptcy is filed against Licensee, or Licensee becomes insolvent, (ii) Licensee makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or (iii) Licensee discontinues all of its business to which this Agreement relates or a receiver is

appointed for it or its business. In the event this Agreement is so terminated, Licensee, its receivers, representatives, trustees, agents, administrators, successors, or assigns shall have no right to sell, exploit, or in any way deal with or in the Marks or the Additional Marks.

9.3 Termination of this Agreement under the provisions of this Section 9 shall be without prejudice to any rights that Licensor may otherwise have against Licensee.

9.4 Upon termination of this Agreement, Licensee agrees (i) to discontinue all use of the Marks, the Additional Marks, and any mark confusingly similar thereto, (ii) to cooperate with Licensor or its appointed agent, at Licensor's request, to apply to the appropriate authorities to cancel recordation of this Agreement with all applicable governmental authorities, (iii) to destroy or sell off all printed and other materials bearing the Marks and the Additional Marks, and (iv) to cooperate generally with Licensor to ensure that all rights in the Marks, the Additional Marks and the goodwill connected therewith shall remain the property of Licensor.

10. Abandonment and Conveyance. If at any time Licensor determines, in its sole discretion, to cease all use of the Marks and/or the Additional Marks and the component terms thereof by any entity owned by or affiliated with Licensor (including parent entities, subsidiaries and entities under common control) and for any purpose whatsoever ("**Abandonment**"), Licensor shall inform Licensee in writing of such Abandonment of the Marks and/or the Additional Marks. For a period of two (2) years from the date of Licensor's written notice to Licensee of Licensor's Abandonment of the Marks and/or the Additional Marks, Licensee shall have the right to acquire from Licensor all of Licensor's right, title and interest in and to the Marks and/or the Additional Marks, by assignment and otherwise, for the sum of one dollar (\$1.00).

11. Representation and Warranty. Licensor represents and warrants that: (i) to the knowledge of Licensor, the registrations and applications for registration of the Marks and the registrations and applications for registration of the Additional Marks, if any, are valid, subsisting and enforceable, and all necessary maintenance and renewal fees in connection with them have been filed with the United States Patent and Trademark Office for the purpose of maintaining the registrations and applications for registrations of such Marks and (provided that any registrations and applications for registration have been made) such Additional Marks; (ii) to the knowledge of Licensor, Licensor owns or has the lawful right to use, and has the right to license the Marks and Additional Marks free and clear of all liens and encumbrances; (iii) no material claim by any third person contesting the validity, enforceability, use or ownership of any of the Marks or Additional Marks has been made, currently is outstanding or is threatened; and (iii) Licensor has not received any notices of any material infringement or misappropriation by, or conflict with, any third person with respect to any of the Marks or Additional Marks (including any demand or request that it license any rights from any third party).

12. Miscellaneous

12.1 Indemnification. Licensee hereby indemnifies and agrees to defend and hold harmless forever Licensor and its agents, representatives, successors and assigns from and against any and all claims, demands, losses, costs, expenses and liabilities of any kind

(including reasonable attorneys' fees) arising out of Licensee's exercise of the rights granted by Licensor hereunder. Licensor hereby indemnifies and agrees to defend and hold harmless forever Licensee and its agents, representatives, successors and assigns from and against any and all claims, demands, losses, costs, expenses and liabilities of any kind (including reasonable attorneys' fees) arising out of the breach of this Agreement by Licensor.

12.2 No Joint Venture. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers or principal and agent or employer and employee, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

12.3 Remedies. Licensee recognizes the unique and special nature and value of the Marks and the Additional Marks and agrees that any use of the Marks or the Additional Marks contrary to the terms of this Agreement would result in damage to Licensor that is, in whole or in part, intangible, but that nonetheless is real and is incapable of complete remedy by an award of monetary damages. Accordingly, any such use of the Marks or the Additional Marks contrary to the terms of this Agreement shall give Licensor the right to equitable relief by way of temporary and permanent injunction, without the posting of any bond, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.4 Waivers. Either party may, by written notice to the other party, (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement, (ii) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (iii) waive performance of any of the obligations of the other under this Agreement. With regard to any power, remedy or right provided herein or otherwise available to any party hereunder, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, and (ii) no alteration, modification, or impairment shall be implied by reason of any previous waiver, extension of time, or delay or omission in exercise of rights or other indulgence.

12.5 Amendments, Supplements. This Agreement may be amended or supplemented at any time by the mutual written consent of the parties.

12.6 Incorporation by Reference. Attachment A, Attachment B and Attachment C attached to this Agreement are hereby incorporated by reference into this Agreement and made a part hereof.

12.7 Entire Agreement. This Agreement and the documents incorporated by reference constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter of this Agreement. No representation, warranty, promise, inducement or statement of intention has been made by either party that is not embodied in this Agreement or such other documents, and neither party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

12.8 Binding Effect, Benefits. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, sublicensees and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and their respective permitted successors, sublicensees and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12.9 Assignability. Licensor may freely assign this Agreement. Licensee may not assign this Agreement or its rights hereunder without the prior written consent of Licensor, which consent Licensor may grant or deny in its sole discretion, except that Licensee may, without the consent of Licensor, assign this Agreement (i) to any entity that Controls, is Controlled by, or is under common Control with Licensee, or (ii) in the event of a sale or other transfer of all or substantially all the relevant assets or equity (whether by sale of assets or stock or by merger or other reorganization) of Licensee.

12.10 Notices. All notices under this Agreement shall be in writing and shall be delivered by personal service or telegram, telecopy, certified mail (if such service is not available, then by first class mail), postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, and which will initially be as set forth below. All notices shall be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party. Notices shall be addressed as follows or to such other address as the party to whom the same is directed will have specified in conformity with the foregoing:

If to Licensor:

G. Michael Finnigan
Loren Ostrow
4400 MacArthur Park Blvd., Suite 380
Newport Beach, CA 92660
Telephone: (949) 752-4840
Facsimile: (949) 752-4844

With a duplicate notice to:

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067-4276
Attention: Sandra G. Kanengiser, Esq.
Telephone: (310) 277-1010
Facsimile: (310) 203-7199

If to Licensee:

BTN, Inc.
825 Berkshire Boulevard
Wyomissing, PA 19610
Attention: Joseph A. Lashinger, Jr., Esq.

Telephone: 610-373-2400

Facsimile: 610-373-4966

With a duplicate notice to:

Morgan, Lewis & Bockius LLP

1701 Market Street

Philadelphia, PA

Tel: 215-963-5000

Fax: 215-963-5299

Attn: Stephen M. Goodman, Esq.

12.11 Governing Law; Jurisdiction. This Agreement has been negotiated and entered into in the State of California, and all questions with respect to the Agreement and the rights and liabilities of the parties hereunder will be governed by the laws of that state, regardless of the choice of laws provisions of California or any other jurisdiction. Any and all disputes between the parties that may arise pursuant to this Agreement will be heard and determined before an appropriate federal or state court located in Los Angeles, California. The parties hereto acknowledge that such courts have the jurisdiction to interpret and enforce the provisions of this Agreement and the parties waive any and all objections that they may have as to jurisdiction or venue in any of the above courts.

12.12 Costs and Attorneys' Fees. In any dispute between the parties concerning any provision of this Agreement or the rights and duties of any person under it, the party prevailing in any such dispute will be entitled, in addition to such other relief as may be granted, to the reasonable attorneys' fees and court and arbitration costs incurred by reason of such arbitration or litigation of such dispute. For purposes of this Section 11.12, the prevailing party is the party that most closely obtains the relief it sought, whether or not the suit or other legal proceeding is settled or carried out to its conclusion.

12.13 Rules of Construction.

12.13.1 Headings. The section headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section.

12.13.2 Tense and Case. Throughout this Agreement, as the context may require, references to any word used in one tense or case shall include all other appropriate tenses or cases.

12.13.3 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable (other than provisions going to the essence of this Agreement), the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.13.4 Agreement Negotiated. The parties hereto are sophisticated and have been represented by lawyers who have carefully negotiated the provisions of this Agreement. As a consequence, the parties do not believe the presumption of California Civil Code Section 1654 and similar laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore waive its effects.

12.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.15 Survival. The rights and obligations contained in the following Sections shall survive termination or expiration of this Agreement for any reason: Sections 4, 9.4, 12.1 and such provisions of Sections 1 and this Section 12 as are necessary to give meaning and effect to the foregoing.

13. Limitation on Licensor's Participation. Notwithstanding any other provision in this Agreement, Licensor shall not have the right to in any way participate, and shall not in any way participate, in the operation or ownership of Licensee's gambling establishment or operation. Pursuant to this Section 12, Licensor shall expressly state, in any document which transfers, assigns or conveys any of its rights, title or interest to this Agreement, that no assignee or transferee shall have the right to participate, or shall participate, in the ownership or operation of Licensee's gambling establishment or operation.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties hereto as of the date first above written.

LICENSOR:

BOOMTOWN, INC.

By: Paul S. Oster

Its: Secretary

LICENSEE:

BTN, INC.

By: Robert Appelta

Its: Secretary/Treasurer

ATTACHMENT A

Marks

I. Registered Marks Owned by Boomtown, Inc. and Used in Connection With the Operation of Boomtown – Biloxi

A. Service Mark (U.S.): BOOMTOWN

1. U.S. Patent and
2. Trademark Office Reg. No.: 1,866,988
3. Date of Registration: December 13, 1994
4. Services: Entertainment services in the nature of casinos.

B. Service Mark (U.S.): STAGECOACH (Design Only)

1. U.S. Patent and Trademark Office Serial No.: 74/470,561
2. Date of Application: December 13, 1993

II. Logos

(Attached)

08/02/2000 18:31 FAX
AUG-02-00 WED 09:10 AM

IRELL & MANELLA
FAX NO.

003
P. 02/04



BOOMTOWN CASINO
BILOXI

TRADEMARK
REEL: 002180 FRAME: 0923

ATTACHMENT B

Existing Licenses and Other Obligations Regarding the Marks

None.

ATTACHMENT C

Casino Magic Mark

Service Mark (U.S.): CASINO MAGIC

1. U.S. Patent and Trademark Office Reg. No.: 1,782,242
2. Date of Registration: July 13, 1993
3. Services: Entertainment services in the nature of casinos.